US Skateboarding Championships Participant Agreement and Release

ALL COMPETITORS MUST EXECUTE THE FOLLOWING PUBLICITY RELEASE/ASSUMPTION OF RISK/RELEASE AND LIABILITY WAIVER

As a condition of my being permitted to compete in the US Skateboarding Championship contest sponsored by World Skateboarding Grand Prix (“WSGP”), a limited liability company, a skateboarding competition held at ______________ (the “Skate Park”) on _____________ (the “Event”), organized by ______________ (the “Skate Shop”) and in consideration of the opportunity to compete in the Event, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I irrevocably hereby agree as follows:

1. **Name and Likeness Release.** I hereby:

   (a) Grant WSGP, their parent companies, their successors and assigns (“Producers”), the right, but not the obligation, in perpetuity, throughout the world, the irrevocable, nonexclusive right to make use of my image, likeness appearance or voice in the form of one or more photographs, video images, sound recordings, illustrations or other media (hereinafter referred to as my “Appearance”) for any and all programs, advertisements, promotions, product endorsements and any and all other uses relating to promoting, advertising, marketing, selling and/or exploiting the Event or any audiovisual program or motion picture based on, featuring or incorporating the Event, and all ancillary products related thereto, including but not limited to “out takes,” “making of” specials, (collectively referred to hereinafter as the “Programs”). I agree and irrevocably consent that Producer may tape and photograph me, and record my voice, conversations and sounds, including any performance of any musical compositions, during and in connection with my Appearance on any Programs and that Producer shall be the exclusive owner of the results and proceeds of such taping, photography and recording with the right, throughout the universe, for an unlimited number of times in perpetuity, to copyright, to use and to license others to use, in any and all media, including the Internet, all or any portion thereof or of a reproduction thereof in connection with the Programs. Producer may use and license others to use my name, voice, likeness, including the Appearance, and any biographical or additional material which Artist provides, including any alterations, modifications, derivations and composites thereof, in any and all media, including the Internet, whether now or known or hereafter discovered or developed, in promoting, advertising, marketing, selling, publicizing and/or exploiting the Programs or any merchandise based on the Programs. I waive any rights of inspection and/or approval concerning the Appearance or the permitted uses hereunder to which my Appearance may be put.

   (b) Grant to WSGP and Producers the right (i) to interview me, as many times and for such periods of time as WSGP and Producers request in its sole discretion, and to videotape, film and otherwise record such interview(s) and my statements and appearances therein, including my name, voice, and likeness, and (ii) to videotape, film, portray, photograph and otherwise record me and my actions and record my voice and other sound effects in connection with the Event. Any such interview(s) and recordings, and any and all information I have supplied or may supply in such interview(s) and/or which may appear in such recordings (including biographical information, photographs and videotapes of me and/or others, and any other materials) and all other information WSGP and Producers have received or will receive from other sources, or my appearance, actions, voice and sound effects in connection with the Event, and the results and proceeds of my participation in the Event (including my actions, voice and sound effects) and any reproductions or recordings of any nature of any of the foregoing, including any Programs, in whole or in part, shall be referred to as the “Material.” I acknowledge that the Material is and shall be deemed to be a “work made for hire” (as that term is used in the United States Copyright Act) for Rider Cup and World Skateboarding Grand Prix and Producers, prepared within the scope of my participation in the Event hereunder.

2. **Physical Condition.** I represent and warrant to WSGP and Producers (and understand that Rider Cup and World Skateboarding Grand Prix and Producers are relying on my representation in allowing me to compete) that I am and will be physically fit and capable to participate in each Event in which I participate, and have not been advised otherwise by any medical practitioner or other qualified person.
I understand that the activities involved in the event are physically and mentally intense. I represent that I am physically fit, in good health and have no physical or mental problems, which would hinder me in any such activities.

3. **Prizes and Participation.** Certain prizes and promotional consideration may be offered in connection with the Event on such terms and conditions as are published in connection with the Event or in separate written agreements. In addition to such terms and conditions, the provisions of Sections 3.1 and 3.2 apply with respect to any such prizes or promotional consideration.

3.1. **Substitution of Prizes.** I acknowledge and agree that all non-cash prizes, awards and benefits for the Event are subject to change or modification, with or without notice, depending on availability and other factors, all at the discretion of WSGP. In the event that a prize, award or benefit is changed or modified, an alternative prize, award, or benefit of similar cost or value may be substituted by WSGP.

4. **Equipment and Facilities Inspection.** I agree that before I participate in the Event, I will inspect the related facilities and equipment including without limitation the course, and skate park. I will immediately advise the supervisor of the Event of any unsafe condition that I observe. I will refuse to participate in the Event until all unsafe conditions observed by me have been fully remedied to my satisfaction.

5. **Assumption of Risk.** I HEREBY UNCONDITIONALLY AND EXPRESSLY ASSUME FULL RESPONSIBILITY FOR ANY RISKS, KNOWN OR UNKNOWN, OF BODILY INJURY, EMOTIONAL DISTRESS, DEBT OR PROPERTY DAMAGE arising out of or related to the Event and/or my presence in or upon the premises or facilities where the EVENT is taking place, including the risk of physical or emotional injury, dismemberment, and/or death or property damage. In addition, I HEREBY UNCONDITIONALLY AND EXPRESSLY ASSUME, ACKNOWLEDGE, AND ACCEPT ALL RESPONSIBILITY AND RISKS arising out of or related to the acts and/or omissions and/or potential negligence of the Released Party (as defined below) in enforcing any rules, regulations or guidelines and/or in operating and managing the premises or facilities where the Event is taking place. I am voluntarily participating in the Event and activities, and I understand and acknowledge that I can discontinue my participation at any time. However, should I discontinue my participation; it shall not affect the enforcement of this Rider Cup Participant Agreement and Release (“Agreement and Release”).

I HEREBY ACKNOWLEDGE THAT THE ACTIVITIES AFFILIATED WITH PARTICIPATION IN, PRODUCTION OF, AND PROMOTION OF THE EVENT AND PARTICIPATION IN COMPETITIVE ATHLETIC AND SPORTING ENDEAVORS, IS VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage, and I have discussed these risks my family. I understand that:

a) The activities related to the Event and/or my presence in or upon the premises or facilities where the Event is or will be taking place involve inherent and unavoidable risks, including the risks of death and serious personal injury;

b) The risks and dangers relating to the Event may be caused by my own actions or inactions, the action or inaction of others (including other participants), the condition, layout, or design of the premises and/or equipment affiliated with the Event, or the fault of third parties;

c) I have freely and knowingly consented to participation in the Event and I represent that I believe myself to be in excellent physical health. I represent that am physically and emotionally capable of participating in the Event and that I am solely responsible for determining whether I am physically and emotionally able to participate in the Event;

d) Released Party does not make any warranties or representation relating to the equipment or services used or offered in connection with the Event and I agree to assume all risks associated with the use of said equipment or services;

e) Released Party makes no warranty, representation, or guarantee as to the qualifications or credentials of the medical professionals performing any medical treatment or procedures relating to
the Event, or their ability to diagnose medical conditions that may affect me. I expressly acknowledge and assume the potentially serious risks and dangers associated therewith;

f) Any medical procedure or treatment, if any, offered to myself in connection with my participation in the Event can involve calculated risks of complications, infection, disfigurement, injury, or death, from both known and unknown causes, and no warranty or guarantee has been made by Released Party relating to said treatment or procedures. I expressly acknowledge and assume the potentially serious risks and dangers associated therewith;

g) There may be additional and equally significant and severe risks, dangers, and claims that are not known to myself or my family, which are not readily foreseeable at this time, and which may have otherwise materially affected my decision to enter into this Release. I and my family expressly assume the risk of these unknown and unsuspected facts and claims and acknowledge that this Release is not an exhaustive list of all potential risks, hazards and dangers associated with the Event;

h) In the event my participation in the Event is discontinued for any reason, any such discontinuance will not interfere with, suspend or terminate the enforcement of this Agreement and Release.

I VOLUNTARILY SUBJECT MYSELF TO AND CONSENT TO THE AFOREMENTIONED DANGERS, AND I UNCONDITIONALLY ASSUME ALL RISKS ASSOCIATED WITH OR ARISING IN ANY WAY FROM THE EVENT AND/OR MY PRESENCE IN OR UPON THE PREMISES AND FACILITIES WHERE THE EVENT IS TAKING PLACE. I ALSO EXPRESSLY ACKNOWLEDGE AND ACCEPT THAT INJURIES RECEIVED MAY BE CAUSED OR COMPOUNDED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THIRD PARTIES OR OTHERS.

I am voluntarily assuming all of the foregoing risks, including the risk of any negligence by other participants or by the Skate Park, Producers, or World Skateboarding Grand Prix LLC and their respective owners, directors, officers, employees or agents, and any organizers, sponsors or volunteers of the Event (each such entity or individual being referred to as a “Released Party”), and the risk of injury caused by the condition of any property, facilities or equipment used during the Event, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, emotional trauma, damage, loss, claim, liability or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with the Event or my participation or attendance.

6. Liability Release and Indemnity Agreement. I HEREBY RELEASE AND FOREVER DISCHARGE AND AGREE TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE RELEASED PARTY FROM ALL LIABILITY OF WHATEVER KIND OR NATURE, IN LAW, EQUITY OR OTHERWISE, WHETHER NOW KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, FOR ANY AND ALL PRESENT OR FUTURE LOSS OR DAMAGE, AND ANY CLAIMS, LIENS, DEMANDS, CAUSES OF ACTION, DEBTS, LIABILITIES, EXPENSES INCLUDING COURT COSTS AND ATTORNEYS FEES, SUITS OR JUDGMENTS THEREFROM (COLLECTIVELY HEREINAFTER “LIABILITY”) ON ACCOUNT OF ANY PERSONAL INJURY, INJURY TO PERSONAL PROPERTY, OR RESULTING IN DEATH ARISING OUT OF OR RELATED TO THE EVENT OR MY PRESENCE IN OR UPON THE PREMISES AND FACILITIES WHERE THE EVENT IS TAKING PLACE, INCLUDING, BUT NOT LIMITED TO:

- Liability from any cause whatsoever, whether caused by the negligence of the Released Party or otherwise;
- Liability for negligent rescue operations or efforts by Released Party or others present on the premises;
- Liability related to the negligent operation and management by the Released Party of the premises or facilities where the Event is taking place;
• Liability relating to the negligent use, provision, selection, assembly, or maintenance of any equipment, tools, props, or services offered or used in association with the Event, or relating to any failure to provide warnings with regard to said equipment or services, including that provided through independent contractors and/or other third parties;

• Liability regarding the issuance, selection, or distribution of prizes affiliated with the Event or regarding any negligence in establishing or enforcing any conditions for winning prizes;

• Liability connected with any travel I undertake in connection with my participation in the Events;

• Liability relating to any promotion or exploitation of the Event or my appearance in the Event, the cancellation of the Event, or the exercise of the Released Party of any right granted by the myself pursuant to written agreement;

• Liability for infringement of copyright; and

• Liability for any costs arising from medical treatment or procedures received by me from any medical professional whether or not provided by the Released Party.

I acknowledge that this Agreement and Release is intended to be as complete of a waiver and release of any responsibility and Liability to me, my personal representatives, heirs, and next of kin, for personal injuries, death, and/or property loss/damage sustained while in or upon the premises or facilities where the Event is taking place, whether or not I am actually actively participating in the Event or using any specific related equipment or services. I HEREBY FURTHER AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE AS COMPLETE OF A WAIVER AND RELEASE AS ALLOWED BY UTAH LAW, AND THAT IN NO EVENT WILL I HAVE THE RIGHT TO SEEK AN INJUNCTION OR OTHER EQUITABLE RELIEF OR TO OTHERWISE PREVENT THE FULL EXPLOITATION OF THE MATERIAL AND/OR ANY OF THE RIGHTS GRANTED HEREUNDER.

I acknowledge there is a possibility that after signing this Agreement and Release, I may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement and Release was executed, and which, if known by me at that time may have materially affected my decision to enter into this Agreement and Release. I acknowledge and agree that by reason of this Agreement, and the releases and waivers contained herein, I am assuming any risk of such unknown facts and such unknown and unsuspected claims. I hereby represent that I have had the opportunity to seek advice from legal counsel regarding this Agreement and the releases and waivers contained herein, and understand and acknowledge the significance and consequence of this release and waiver of claims.

7. **Medical Treatment.** In connection with any injury I may sustain or illness or other medical conditions I may experience during my participation in or attendance at the Event, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so.

8. **Representations And Warranties.** I represent and warrant that: (i) I have the right to make this release and that my granting this release and the rights conveyed thereby will not infringe the rights of any third party (and that if I am a minor, my parent or legal guardian has executed this Agreement; (ii) I have not entered, and will not enter, into any agreements or activities that will or might interfere or conflict with the terms hereof; and (c) all material and services rendered and/or submitted by me will be wholly original and will not infringe or violate the rights of any third party (including rights of privacy), and will not be defamatory.

**Transfer of Prize Money** World Skateboarding will transfer within 14 days of the end of the completion of the final contest the full amount owed to you less any taxes that are required by the government(s) for us to
withhold. Whether or not any taxes are withheld depend upon the government(s) where the competition is being held and your government of origin.

Upon notification of your placement in the contest and the determination of the amount of the prize money, you will be given a form to fill out with your bank information so WSGP may transfer funds directly into your account. You will receive a confirming email the day of the transfer that confirms the amount transferred and whether any deductions were required.

9. **Miscellaneous.** This Agreement and Release constitutes the entire agreement between the parties with regard to its terms and supersedes all prior agreements written or oral regarding such services. This Agreement shall be construed under the laws of the State of Utah. This Agreement and Release is binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto. If any provision of this Agreement and Release shall be found invalid or unenforceable, then such provision shall not invalidate or in any way affect the enforceability of the remainder of this Agreement.

10. **Utah Law Applies.** This Agreement and Release, including the Parental Consent, Assumption of Risk, Release Liability Waiver and Guarantee (“Parental Consent”) attached hereto, shall be governed by, and construed in accordance with, the laws of the State of Utah without giving effect to the principles of conflicts or choice of laws.

11. **Arbitration.** I (and, if applicable, my Parent) unconditionally and irrevocably agree on behalf of myself and each of my successors, heirs, and assigns that, all disputes arising out of or relating to this Release or to the Claims, including without limitation, all claims based in contract or tort, shall be submitted to arbitration and resolved by a single arbitrator (who shall be a retired judge). In addition, all questions regarding the arbitrability of the dispute, including whether I have agreed to arbitrate the dispute, shall be decided by such arbitration. All arbitration shall take place in Salt Lake City, Utah. I irrevocably and unconditionally consent to personal jurisdiction in Utah and venue in Salt Lake City County, in any action, including without limitation, petitions to compel arbitration and to enforce that arbitration award, concerning a dispute between the parties or relating to this Release. Judgment on the arbitrator's award shall be final and binding, and may be entered in any competent court.

10. **Severability.** This Release, including the Parental Consent attached hereto, will be binding to the fullest extent permitted by law, and will be binding upon each of my heirs, successors and assigns. If any provision of this Release, including the Parental Consent attached hereto, be held to be invalid, illegal or unenforceable, such provision will be curtailed and limited only to the minimum extent necessary to comply with applicable law, and the validity, legality, and enforceability of the remaining provisions of this Release will not in any way be affected or impaired thereby.

I HAVE READ AND HAVE UNDERSTOOD THIS RIDER CUP SKATEBOARDING PARTICIPANT AGREEMENT AND RELEASE. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT AND RELEASE, I HAVE GIVEN UP SUBSTANTIAL RIGHTS. I HAVE VOLUNTARILY SIGNED THIS RELEASE.

Signature: ___________________________    Print Name: ___________________________  

Home Address: __________________________________________________________________________

Emergency Contact Name/ Telephone Numbers: _________________________________________________

Date: ___________________    Birthdate: ___________________  ***If the person executing the foregoing waiver and release is a minor on the date this Agreement and Release is signed, the Parental Consent and Waiver must also be completed.
Parental Consent and Waiver

Agreement That Terms Of The Release Apply To Me. I agree on behalf of myself and my spouse or domestic partner, that all of the terms, conditions, obligations and covenants of Minor under the Rider Cup Participant Agreement and Release ("Agreement and Release") , including, but not limited to Section 5 and Section 6 of the Agreement and Release apply to me and my spouse or domestic partner.

Consent And Assumption Of Risk. I understand and accept that Minor's participating in the Event may involve dangerous activities and may involve the danger of encountering known and unknown risks, including the significant risk of SERIOUS BODILY INJURY, illness, disability, emotional trauma, damage to property and DEATH (collectively, "Injuries"). I hereby consent to Minor's participation in the Event and I hereby, assume, on behalf of Minor, myself and my spouse or domestic partner, full responsibility for all these risks from any cause, including without limitation, negligence, gross negligence, defective products, unknown obstacles, equipment malfunction, inadequate training, failure supervise and failure to warn of potential risks.

Additional Release. In addition to the Claims released in the Agreement, I, on behalf of myself and my spouse or domestic partner, release all Claims which we may have for emotional distress, loss of companionship, or loss of consortium in the Event Minor suffers an Injury.

Parent's Joint Liability. If more than one person executes this Parental Consent, the word “Parent” whenever and wherever used herein shall be deemed to refer to each such person individually and all such persons jointly, it being understood and agreed that all such persons assume and shall be jointly and severally liable for all agreements, covenants, representations, warranties, and obligations hereunder, and the breach or failure of any agreement, covenant, representation, warranty, or obligation contained herein shall be deemed a breach by each and all of such persons.

Severability. This Release, including the Parental Consent attached hereto, will be binding to the fullest extent permitted by law, and will be binding upon each of my heirs, successors and assigns. If any provision of this Release, including the Parental Consent attached hereto, be held to be invalid, illegal or unenforceable, such provision will be curtailed and limited only to the minimum extent necessary to comply with applicable law, and the validity, legality, and enforceability of the remaining provisions of this Release will not in any way be affected or impaired thereby.

Medical Treatment. I consent to, and provide express permission for World Skateboarding Grand Prix and Producers to obtain on behalf of the minor (but with no obligation to do so) emergency medical treatment in the event of sickness, accident, or injury and to secure such medical attention at my sole cost and expense. I agree that I shall be responsible for any such medical expenses incurred by the minor. I (and, if applicable, my Parent) acknowledge and agree that neither WSGP, Producers nor Sponsors are under any legal obligation to render assistance to me.

Utah Law Applies. This Release, including the Parental Consent, Assumption of Risk, Release Liability Waiver and Guarantee (“Parental Consent”) attached hereto, shall be governed by, and construed in accordance with, the laws of the State of Utah without giving effect to the principles of conflicts or choice of laws.

Indemnity. On behalf of Parent and each of the respective successors, heirs, and assigns of Parent and Minor, I unconditionally and irrevocably agree to defend, indemnify and hold harmless each of the Released Parties from and against any and all Claims, including, without limitation, any Claims claimed by any successors, heirs, or assigns of Parent or Minor, arising from or in connection with: (a) the breach or disaffirmation of this Release or any portion thereof by Minor or Parent for any reason; (b) the enforcement of this Release against Minor or Parent; and/or (c) Minor’s Participation in the Event, to the fullest extent
permitted by law in every instance even if any of the foregoing arise from the negligence of WSGP, Producers or Sponsors.

**Arbitration.** The arbitration provision of Section 11 of the Agreement also applies to all disputes arising out of or relating to this Parental Waiver. All arbitration shall take place in Salt Lake City, Utah. I irrevocably and unconditionally consent to personal jurisdiction in Utah and venue in Salt Lake City County for all disputes.

I represent that I am a legal guardian of the minor who has signed the above release, and I hereby agree that we both shall be bound hereby. **I specifically acknowledge, understand and agree to indemnify, defend, save and hold harmless the released party from all Liability** in accordance with the provisions of Section 5 and Section 6 above and specifically including all claims of the minor. I further acknowledge and agree that this agreement is intended to be a complete waiver and release.

I have read, understand and agree to the Liability Release of all claims in the Rider Cup Participation Agreement and Release.

I fully understand that by signing this Parental Consent and Waiver, I give up substantial legal rights I and/or Minor may otherwise have to recover damages for Injuries or losses, and sign it voluntarily and without inducement of any nature and intend for it to be enforced to the greatest extent allowed by law.

Executed this _____________ day of __________________, 20__.  

Signature of Parent/Guardian: ____________________________________________  
Name of Parent/Guardian (please print): ____________________________________  
Name of Minor/Participant (please print): ____________________________________  
Relationship to Minor: ____________________________________________________  
Home Address: ___________________________________________________________